

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
PUBLIC EMPLOYEE RELATIONS BOARD**

**In the Matter Of:
UNIONS IN COMPENSATION
BARGAINING UNIT 20, i.e.,
AFSCME, NUHCE, LOCAL 1033**

and

SEIU DISTRICT 1199E - DC

Unions

and

**DISTRICT OF COLUMBIA GOVERNMENT
D.C. DEPARTMENT OF HEALTH
(formerly DISTRICT OF COLUMBIA
HEALTH AND HOSPITALS PUBLIC
BENEFIT CORPORATION)**

Agency

PERB Case No. 02-U-13

UNFAIR LABOR PRACTICE COMPLAINT

Pursuant to PERB Rules 501 and 520, complainants submit
the following:

A. Name, address and telephone number of parties:

Metropolitan District 1199DC
National Union of Hospitals and Healthcare
Employees, Local 1033
729 - 15th Street, N.W.
Suite 700
Washington, D.C. 20005
(202) 737-5859

SEIU District 1199E - DC
c/o Rhonda Brady
611 North Eutaw Street
2nd Floor
Baltimore, Maryland 21201
(202) 257-9962

AGENCY:

District of Columbia Government
Department of Health
c/o Ivan Walks, M.D., Director
825 North Capitol St., N.E.
Suite 4400
Washington, D.C. 20002
(202) 442-5999

B. Complainants' Representative:

Wendy L. Kahn
Zwerdling, Paul, Leibig, Kahn
& Wolly, P.C.
1025 Connecticut Avenue, N.W.
Suite 712
Washington, D.C. 20036
(202) 857-5000

C. Nature of Case and Relief Requested:

This is an unfair labor practice complaint protesting as a violation of D.C. Code §1-617.04(a)(1) and (a)(5) (2001 ed.) [formerly §1-618.4(a)(1) and (a)(5)], the Agency's refusal to bargain regarding compensation applicable to the employees in Compensation Unit 20 formerly employed by the D.C. Health and Hospitals Public Benefit Corporation ("PBC") and transferred to the Health Care Safety Net Administration ("HCSNA") within the D.C. Department of Health ("DOH"). The relief sought is an order requiring the Agency to bargain, and other appropriate relief.

D. STATEMENT OF FACTS

1. The D.C. Health and Hospitals Public Benefits Corporation Act of 1996, D.C. Law 11-212, D.C. Code §44-1102.08(h) (2001 ed.) [formerly §32.262.8 (1981 ed.)] provided that:

The Corporation shall assume and be bound by all existing collective bargaining agreements with labor organizations that have been duly certified by ... [PERB] to represent employees transferred to the Corporation until successive agreements have been negotiated.

2. Subsequent to the establishment of the PBC, PERB authorized compensation bargaining units for the PBC.^{1/} One of the units was Compensation Unit 20 described as "all allied health professional employees (excluding medical officers and registered nurses) and non-professional and technical allied health employees...". Compensation Unit 20 was comprised of some positions which, prior to the establishment of the PBC, had been based at D.C. General Hospital and some positions which, prior to the establishment of the PBC, were in the community clinics of the Commission of Public Health ("CPH") of the Department of Human Services.

3. After the conclusion of various PERB proceedings during 1998, 1999 and 2000, it was established that the employees within Compensation Unit 20 were represented by two (2) Unions, i.e., the two complainants in this matter, i.e., Metropolitan District 1199DC National Union of Hospitals and Healthcare Employees, Local 1033 ("NUHHCE") and SEIU District 1199E - DC ("SEIU").

4. No successive compensation agreement applicable to Compensation Unit 20 has been negotiated subsequent to the PERB

^{1/} In the Matter of the District of Columbia Health and Hospitals Public Benefit Corporation and All Unions..., PERB Case Nos. 97-UM-05 and 97-CU-02, Op. No. 559 (June 25, 1998).

proceedings establishing the compensation unit and the union representatives.

5. The employees in Compensation Unit 20 remain covered by the Compensation Agreements that were applicable to them at the time the PBC was established.

6. Pursuant to DCFRMAA-1, the "Health Care Privatization Emergency Amendment Act of 2001", "enacted" by the D.C. Financial Responsibility and Management Assistance Authority on April 30, 2001, employees of the Public Benefit Corporation were "transferred to the Department of Health."

7. Pursuant to DCFRMAA-1, Sec. 4(d) "[t]ransferred employees shall retain the same rights and privileges that they had as employees of the Public Benefit Corporation before the effective date of this act and shall not obtain any additional rights or privileges as a result of the transfer."

8. Pursuant to DCFRMAA-1, Sec. 4(c), DOH "shall recognize collective bargaining representatives that have been duly certified by the ... [PERB] and shall assume and be bound by all existing collective bargaining agreements entered into by the ... [PBC]."

9. Effective in early June 2001, the former PBC employees were "reassigned" within the Department of Health to the Health Care Safety Net Administration ("HCSNA").

10. On or about July 13, 2001, many employees in Compensation Unit 20 were separated from employment as a result of elimination of their positions. The elimination of positions

occurred as a result of the District of Columbia Financial Responsibility and Management Assistance Authority's decision to dissolve the PBC, permanently cease operation of the D.C. General Hospital and transition the PBC clinics and other PBC functions to a consortium of private health care providers.

11. Not all positions in Compensation Unit 20 were eliminated in July 2001. The positions which were not eliminated remained in the HCSNA in DOH. More than fifty (50) people in Compensation Unit 20 remained employed at DOH HCSNA after July 13, 2001.

12. Edward H. Ford, Area Director of 1199 Metropolitan District DC, NUHHCE, AFSCME, AFL-CIO, wrote a letter dated October 18, 1991, to Shauna Spencer, then Administrator of the HCSNA. (Exhibit 1). In that letter, Ford requested the Agency to bargain on compensation for former PBC employees reassigned to HCSNA.

13. In a letter dated November 2, 2001, Michael A. Jacobs, Supervisory Labor Relations Officer, OLRCB, responded to Mr. Ford on behalf of Ms. Spencer. (Exhibit 2).

14. Mr. Jacobs on behalf of the Agency denied the Union's request to initiate wage negotiations.

15. On or about November 9, 2001, it was communicated to Mr. Jacobs that the demand to bargain on compensation for Compensation Unit 20 employees at DOH HCSNA was made on behalf of both NUHHCE and SEIU. Mr. Jacobs stated again that the Agency

would not bargain on compensation matters applicable to DOH HCSNA employees in Compensation Unit 20.

E. STATEMENT OF VIOLATION

By the acts stated above, involving a refusal to bargain, the Agency has violated D.C. Code §1-617.04(a)(1) and §1-617.04(a)(5).

F. RELIEF SOUGHT

Complainants seek an order:

- directing the Agency to bargain with the complainants (i.e., the Compensation Unit 20 Unions) regarding compensation applicable to the former PBC positions transferred to DOH which were not eliminated on or about July 13, 2001;
- declaring that Agency's refusal to bargain violates D.C. Code §1-617.04(a)(1) and (a)(5);
- directing the Agency to cease and desist its refusal to bargain and enjoining the Agency from future violations;
- directing the Agency to post appropriate notices;
- directing the Agency to send a copy of the Notice to each individual employed at any time since July 14, 2001 in a position in Compensation Unit 20;
- directing the Agency to pay costs in this matter; and
- to order such other relief as PERB determines appropriate.

G. OTHER PROCEEDINGS^{2/}

PERB Case 01-I-07 (filed July 13, 2001) is the impasse proceeding relating to impact and effects bargaining over the dissolution of the PBC and the privatization of the operations of D.C. General Hospital and the neighborhood health care clinics. With the assistance of a PERB-appointed mediator, the parties are attempting to resolve this impasse.

PERB Case No. 02-N-03 is the Union's negotiability appeal (filed on November 5, 2001) in response to the Agency's position that two of the Unions' proposals were not within the duty to bargain on impact and effects because they relate to pay and are in effect proposals to engage in compensation negotiations. Those proposals were:

Proposal 1

Retroactive for one year, apply the same (higher) pay schedules to employees in the Compensation Bargaining Unit who are DCGH-based as are applicable to employees in the Compensation Bargaining Unit who are based in the neighborhood ambulatory health clinics.

Proposal 2

Pay bargaining unit members \$1,700 lump sum bonus, as received by members of Compensation Units 1 and 2.

H. COPY OF COMPENSATION AGREEMENTS

^{2/} The listed matters are not directly related to this case, since this ULP seeks to compel bargaining over compensation of employees from the period July 14, 2001 forward -- something not involved in either of the two listed matters.

There are two Compensation Agreements applicable to Compensation Unit 20 -- the one which was in effect prior to the establishment of the PBC for the DCGH-based portion of the unit (Exhibit 3, P.R. 12-498); and the one applicable to the portion of the unit which had been in the Commission on Public Health, Department of Human Services, prior to the establishment of the PBC (Exhibit 4A: FY 1997-2000 Agreement covering Compensation Units 1 and 2 plus Exhibit 4B: Memorandum of Understanding Regarding \$1,700).

Respectfully submitted,

ZWERDLING, PAUL, LEIBIG, KAHN
& WOLLY, P.C.
1025 Connecticut Avenue, N.W.
Suite 712
Washington, D.C. 20036
(202) 857-5000


WENDY L. KAHN

Dated: February 28, 2002

CERTIFICATE OF SERVICE

I hereby certify that on this 28th day of February, 2002, a copy of the **Unfair Labor Practice Complaint** was sent first class mail, postage prepaid to:

Dr. Ivan Walks, Director
Department of Health
825 North Capitol Street, N.E.
Suite 4400
Washington, D.C. 20002

and a courtesy copy was sent via facsimile and first class mail, postage prepaid to:

Michael A. Jacobs
Office of Labor Relations and
Collective Bargaining
441 4th Street, N.W.
Suite 200-South
Washington, D.C. 20001

Wendy L. Kahn
WENDY L. KAHN

02-0-13

CORRECTED CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of March, 2002,
a copy of the **Unfair Labor Practice Complaint** was sent first
class mail, postage prepaid to:

Dr. Ivan Walks, Director
Department of Health
825 North Capitol Street, N.E.
Suite 4400
Washington, D.C. 20002

and a courtesy copy was sent via facsimile and first
class mail, postage prepaid to:

Michael A. Jacobs
Office of Labor Relations and
Collective Bargaining
441 4th Street, N.W.
Suite 200-South
Washington, D.C. 20001



WENDY L. KAHN

RECEIVED
MAR 19 2002
AM 9:02
U.S. DEPARTMENT OF HEALTH
HUMAN SERVICES
OFFICE OF LABOR RELATIONS AND
COLLECTIVE BARGAINING
441 4TH STREET, N.W.
SUITE 200-SOUTH
WASHINGTON, D.C. 20001

CORRECTED CERTIFICATE OF SERVICE

I hereby certify that on this 27 day of March, 2002,
a copy of the Unfair Labor Practice Complaint was sent first
class mail, postage prepaid to:

Dr. Ivan Walks, Director
Department of Health
825 North Capitol Street, N.E.
Suite 4400
Washington, D.C. 20002

and a courtesy copy was sent via facsimile and first
class mail, postage prepaid to:

Michael A. Jacobs
Office of Labor Relations and
Collective Bargaining
441 4th Street, N.W.
Suite 200-South
Washington, D.C. 20001



WENDY L. KAHN

RECEIVED
MAR 11 11:57
U.S. DEPARTMENT OF HEALTH
HUMAN SERVICES

ZWERDLING, PAUL, LEIBIG, KAHN & WOLLY, P.C.

1025 CONNECTICUT AVENUE, N.W.

SUITE 712

WASHINGTON, D.C. 20036-8420

(202) 857-5000

FAX: (202) 223-8417

ABRAHAM L. ZWERDLING (1914-1987)

1421 PRINCE STREET, SUITE 400-A

ALEXANDRIA, VA 22314

(703) 299-4371

FAX: (703) 299-4375

ROBERT E. PAUL*+
MICHAEL T. LEIBIG*+
WENDY L. KAHN*+
MICHAEL S. WOLLY*+
CARLA MARKIM SIEGEL*+*

MARGO FAYE*+*

*DC #MD #VA #NY

March 1, 2002

VIA FACSIMILE & U.S. MAIL

Julio Castillo
Executive Director
Public Employee Relations Board
717 14th Street, N.W.
11th Floor
Washington, D.C. 20004

Re: Unions in Compensation Bargaining
Unit 20, i.e., AFSCME, NUHHCE,
Local 1033 and SEIU District 1199E
- DC v. District of Columbia
Government, D.C. Department of
Health (formerly District of
Columbia Health and Hospitals
Public Benefit Corporation)
PERB Case No. 02-U-__

Dear Mr. Castillo:

Enclosed for filing is the original plus six (6) copies of a **Corrected Certificate of Service** in reference to the **Unfair Labor Practice Complaint** we filed with your office on February 28, 2002, in the above-referenced case. Thank you again for processing this matter.

Sincerely,



Wendy L. Kahn

wlk/ifc

Enclosures

cc: Ed Ford/Cynthia Perry

Rhonda Brady

Ivan Walks, M.D.

Michael Jacobs, Esq. (via facsimile & U.S. Mail)



1199 Metropolitan District DC
National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO
 729 15th Street, NW, Suite 700, Washington, D.C. 20005 (202) 737-5859 FAX (202) 737-5994

Local 1033
 Local 2094

Local 2095
 Local 2097

Local 2797
 Local 3651

Local 3652
 Local 3758

October 18, 2001

Shauna Spencer
 Health Care Safety Net Administration
 Department of Health
 825 North Capitol Street, NE
 Room 4112
 Washington, DC 20002

Dear Ms. Spencer:

As the certified representative of the former PBC employees now employed under the Health Care Safety Net Administration ("HCSNA"), this letter is a request for those employees to receive a compensation package that places them on the same pay schedules as those recently negotiated for other District of Columbia employees in Compensation Bargaining Units 1 and 2 including retroactive payment to October 1, 2000, a one-time \$500 bonus (prorated for part time employees) and base pay increases of 4% effective January 1, 2002 and another 4% April 1, 2003.

We would also be glad to discuss applying the other provisions of the compensation package recently agreed to for Comp Units 1 and 2 to the HCSNA employees.

While I understand that the employer considers HCSNA employees represented by 1199 Metropolitan District DC National Union of Hospital and Health Care Employees to be transitional employees, nevertheless those former PBC employees are employed by the District and should be accorded the same compensation.

Should you have any questions or concerns, please contact Cynthia Perry or myself at (202) 737-5859.

Sincerely,

Edward H. Ford

Edward H. Ford
 Area Director

cc: Mary Leary

"Growing faster to serve you better"

HENRY NICHOLAS, President
 KATHY SACKMAN, Secretary-Treasurer
 DONNA FORD, Executive Secretary
 VICTOR GARCIA, Secretary

Exhibit 1

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF LABOR RELATIONS
AND COLLECTIVE BARGAINING

★ ★ ★
[REDACTED]
[REDACTED]

EXECUTIVE OFFICE

November 2, 2001

Edward H. Ford
Area Director
1199 Metropolitan District DC
National Union of Hospital and Health
Care Employees, AFSCME, AFL-CIO
729 15th Street, NW, Suite 700
Washington, D.C. 20005

Dear Mr. Ford:

This letter responds to your letter dated October 18, 2001, addressed to Shauna Spencer of the Department of Health, Healthcare Safety Net Administration (HCSNA). In that correspondence you requested, for former employees of the District of Columbia Health and Hospitals Public Benefits Corporation (PBC), a compensation package that places them on the same pay schedules as those recently negotiated for employees in Compensation Bargaining Units 1 and 2. As you are aware, the employees you refer to are members of Compensation Bargaining Units 20 and 21. They are not entitled to the wage increases under the negotiated agreement for Compensation Bargaining Units 1 and 2. This is not due to any "transitional" status of employees but as a matter of law.

~~You and your local representatives have been informed of the District of Columbia's~~ intent to abolish the positions of the employees assigned to the HCSNA who have been retained to perform closeout functions related to the PBC. You are currently in negotiations with representatives of the Office of Labor Relations and Collective Bargaining (OLRCB), the authorized bargaining representative of the HCSNA, concerning the impact and effects of that decision on Compensation Bargaining Units 20 and 21. You also are a party to pending litigation where you claim entitlement to certain compensation for employees in Compensation Bargaining Units 20 and 21 based on the most recently negotiated wage agreement for Compensation Bargaining Units 20 and 21. The issue you present in your letter can only be resolved in the context of those proceedings. Therefore, to the extent your letter is intended to initiate wage negotiations for Compensation Bargaining Units 20 and 21 apart from the other pending proceedings, that request is denied.

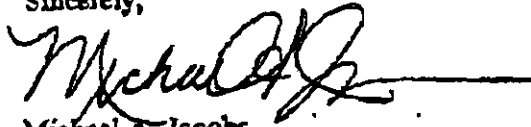
Finally, you are fully aware that OLRCB is your contact for the HCSNA in all matters concerning the terms and conditions of employment of the employees you represent. In

Exhibit 2

Ford, E.
November 1, 2001
Page 2

the future, please refrain from contacting Agency officials directly, thereby circumventing counsel, and direct all inquiries concerning employees' terms and conditions of employment to Michael A. Jacobs, Supervisory Labor Relations Officer, who is assigned responsibility for these matters.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael A. Jacobs", followed by a horizontal line.

Michael A. Jacobs
Supervisory Labor Relations Officer

cc: Shauna Spencer
Wendy Kahn
Mary E. Leary

COUNCIL OF THE DISTRICT OF COLUMBIA
1350 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

Memorandum

To: Members of the Council
From: Phyllis Jones, Secretary to the Council
Date: March 30, 1994
Subject: Referral of Proposed Legislation

Notice is given that the attached proposed legislation has been introduced in the Office of the Secretary on March 25, 1994. Copies are available in Room 28, Legislative Services Division.

TITLE: Compensation Settlement for Employees in Compensation Units 20 and 21 Approval Resolution of 1994, PR 10-498

INTRODUCED BY: Chairman Clarke at the request of the Mayor

The Chairman is referring this proposed legislation to the Committee of the Whole.

cc: General Counsel
Legislative Services Division

*Without Council Action
Deemed approved
May 15, 1994*

Exhibit (3)

RECEIVED

94 MAR 25 P5:06



OFFICE OF THE
DEPUTY ATTORNEY GENERAL

THE DISTRICT OF COLUMBIA
WASHINGTON, D.C. 20004

94 MAR 25 P2:05

SHARON PRATT KELLY
MAR 23

March 24, 1994

The Honorable David A. Clarke
Chairman, Council of the
District of Columbia
1350 Pennsylvania Avenue, N.W.
Room 107
Washington, D.C. 20004

Dear Chairman Clarke:

Pursuant to the District of Columbia Comprehensive Merit Personnel Act of 1978, Section 1717 (D.C. Code §1-618.17) (1987 Repl.), I am transmitting to the Council of the District of Columbia the provisions of the negotiated compensation settlement between the District of Columbia General Hospital and representatives of Compensation Units 20 and 21. This compensation settlement covers approximately 1,260 employees at D.C. General Hospital. It is the result of diligent efforts of the parties to reach a reasonable negotiated settlement during difficult financial times. I am requesting that the Council approve the compensation settlement as soon as possible.

Specifically, the key negotiated compensation provisions are as follows:

ARTICLE 1
WAGES

- A. Provides that the current scheduled rates of pay shall remain in effect for Fiscal Years 1991, 1992 and 1993.
- B. The Fiscal Year 1994 schedule provides for a 4% base increase on or after the first pay period beginning October 1, 1993.
- C. The Fiscal Year 1995 schedule provides for a 3.5% base increase on or after the first pay period beginning October 1, 1994; and a 2.5% base increase on or after the first pay period beginning April 1, 1995.

ARTICLE 2
EVENING/NIGHT DIFFERENTIAL

Provides for evening or night shift differential computed at the rate of 10% (consistent with the District Personnel Manual) for full time employees assigned to a regular scheduled tour of duty on the evening or night shift.

ARTICLE 3
HAZARD/ENVIRONMENTAL PAY

Provides for a review of bargaining unit positions to determine eligibility for environmental pay in accordance with the District Personnel Manual.

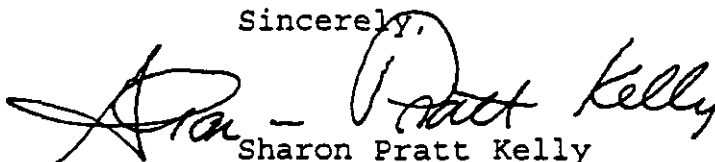
Additionally, the compensation agreement continues the current practices for administrative closings, personal leave incentives, call-back credit and overtime pay.

A specific cost breakdown is included for your information. Provision for this settlement has been made in the D.C. General Hospital subsidy through the Mayor's revised Fiscal Year 1994 and Fiscal Year 1995 budget. The Council action on these budget requests as of March 22, 1994 confirmed the increases.

The compensation settlement is consistent with other settlements and is fair and equitable to the Hospital and the bargaining unit members.

The Office of Labor Relations and Collective Bargaining is available to answer any questions you might have.

Sincerely,


Sharon Pratt Kelly
Mayor

cc: All Council Members

RECEIVED

94 MAR 25 P5:06

OFFICE OF THE DISTRICT OF COLUMBIA


Chairman David A. Clarke at the
Request of the Mayor

A RESOLUTION

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To approve the negotiated compensation settlement submitted by the Mayor of the District of Columbia for employees in Compensation Units 20 and 21.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA,
That this resolution may be cited as the "Compensation Settlement for Employees in Compensation Units 20 and 21 Approval Resolution of 1994."

Sec. 2. Pursuant to Section 1717 of the District of Columbia Government Comprehensive Merit Personnel Act of 1978, effective March 3, 1979 (D.C. Law 2-139; D.C. Code, §1-618.17), the Council of the District of Columbia approves the compensation settlement of the contract negotiated through collective bargaining between the District of Columbia General Hospital and collective bargaining representatives of Compensation Units 20 and 21, which was transmitted to the Council by the Mayor on _____, 1994, and which provides as follows:

ARTICLE 1
WAGES

SECTION 1:

The scheduled rates of pay for bargaining unit members provided for in the Fiscal Years 1988 - 1990 Agreement shall remain in effect Fiscal Year 1991, Fiscal Year 1992 and Fiscal Year 1993.

SECTION 2:

Effective the first day of the first pay period beginning on or after October 1, 1993, the salary schedules then in effect shall be adjusted by four percent (4%), in accordance with past methods of increasing base salary schedules.

SECTION 3:

Effective the first day of the first pay period beginning on or after October 1, 1994, the salary schedules then in effect shall be adjusted by three and a half percent (3.5%), in accordance with past methods of increasing base salary schedules.

SECTION 4:

Effective the first day of the pay period beginning on or after April 1, 1995 the salary schedules then in effect shall be adjusted by two and a half percent (2.5%), in accordance with past methods of increasing base salary schedules.

ARTICLE 2
EVENING/NIGHT DIFFERENTIAL

SECTION 1:

Effective the second pay period following Council approval of this agreement, a full-time employee assigned to a regular scheduled tour of duty on the evening or night shift is entitled to an evening or night shift differential for each hour of work which is not overtime and which is not in excess of eight hours for a tour of duty.

The evening or night shift differential is computed at ten percent (10%) of the employee's basic hourly rate of compensation.

The evening/night differential shall not be used for the purpose of computing the basic rate of pay for holiday or overtime in accordance with the DPM.

The evening shift shall be generally defined as 3:30 pm to 12:00 midnight. The night shift shall generally be defined as 11:30 pm to 8:00 am.

SECTION 2:

Sunday premium will be paid in accordance with the DPM at the rate of twenty-five percent (25%) of the employee's basic rate of compensation.

SECTION 3:

Pay for other differentials and premium pay shall be paid in accordance with District Personnel Manual.

ARTICLE 3
HAZARD/ENVIRONMENTAL PAY

SECTION 1 - HAZARD PAY DIFFERENTIAL:

Employees who qualify therefore shall be paid a differential for exposure to a hazard, physical hardship or working condition of an unusual nature. Eligibility for such payment shall be in accordance with the provisions of the District Personnel Manual (DPM).

SECTION 2 - ENVIRONMENTAL PAY:

The Employer will conduct a review of all jobs in the bargaining unit to determine what jobs meet the criteria for environmental pay. The Union shall have the right to submit information needed to establish the criteria for environmental pay in accordance with the DPM.

ARTICLE 4
UNIFORMS

The Hospital will furnish uniforms to employees who, due to the nature of their duties, are required to wear certain types of clothing which may be designated by D.C. Government or Federal Safety Law. The Hospital will also reimburse such employees for any cleaning costs incurred. All nursing assistants shall be paid two hundred and fifty dollars (\$250) for uniform costs.

ARTICLE 5
ADMINISTRATIVE CLOSING

SECTION 1:

Employees designated as essential who are required to work when all other District Government employees are released for administrative closing shall earn compensatory time on an hour for hour basis.

SECTION 2:

Employees not designated as essential shall receive compensatory time on an hour for hour basis for work performed on their regular scheduled tour of duty when all other employees on the same tour of duty in the same work unit are excused on administrative leave.

ARTICLE 6
ON CALL PAY

SECTION 1:

An employee may be required to be on call after having completed his/her regular tour of duty. The employer shall specify the hours during which the employee is on call; and shall compensate the employee at a rate of twenty-five percent (25%) of his/her basic rate of pay for each hour the employee is on call.

For the purpose of this Agreement, On-Call is defined as - when an employee is required to remain at his/her home during the hours identified by the Employer.

SECTION 2:

The employee's schedule must specify the hours during which he/she shall be required to remain on call.

ARTICLE 7
PERSONAL LEAVE INCENTIVE PROGRAM

In order to recognize an employee's productivity through their responsible use of accrued sick leave, the Hospital agrees to provide Personal Leave Days in accordance with the following:

SECTION 1:

Effective for the Leave Years of 1993, 1994 and 1995, a full-time employee who is in pay status for the Leave Year shall accrue:

1. Three (3) Personal Leave Days for utilizing a total of no more than two (2) days of accrued sick leave.
2. Two (2) Personal Leave Days for utilizing a total of more than two (2) but no more than four (4) days of accrued sick leave.
3. One (1) Personal Leave Day for utilizing a total of more than four (4) but no more than five (5) days of accrued sick leave.

SECTION 2:

Employees in a non-pay status for no more than two (2) pay periods for the Leave Year shall remain eligible for Personal Leave under this Article. Sick leave usage for maternity and catastrophic illness/injury, not to exceed two (2) consecutive pay periods, shall not be counted against sick leave for calculating eligibility for Personal Leave under this Article.

SECTION 3:

Personal Leave Days shall be selected by the employee and requested at least three (3) full work days in advance of the leave date. The employee's supervisor shall approve such Personal Leave requests unless staffing needs or workload considerations dictate otherwise. If the request is denied, the employee shall request and be granted a different day off of his/her choice within one (1) month of the requested date. Requests for Personal Leave shall be made utilizing the "Application for Leave" form (DCSF-71).

SECTION 4:

All Personal Leave Days must be used in full-day increments within the Leave Year following the Leave Year in which they were earned and may not be substituted for any other type of absence from duty. There shall be no carryover or payment for any unused Personal Leave Days.

ARTICLE 8 CALL-BACK/CALL-IN OVERTIME

SECTION 1:

A minimum of four (4) hours of work shall be credited to any employee who is called back to perform unscheduled work either on a regular workday after he/she has completed the regular work schedule and has left his/her place of employment; or, when not scheduled and informed in advance, on one of the days when he/she is off duty.

SECTION 2:

When an employee is called in before his/her regular tour of duty to perform unscheduled overtime and there is no break before the regular tour is to begin, a minimum of two (2) hours of work shall be credited to the employee.

SECTION 3:

The rate of pay will be determined in accordance with the overtime article.

ARTICLE 9 OVERTIME/COMPENSATORY TIME

Hours of work authorized in excess of eight (8) hours in a pay status in a day, or forty (40) hours in an administrative work week or as otherwise provided in an alternative work schedule (including those established under FLSA partial exemption provisions) shall be

overtime for which an employee shall receive either overtime or compensatory time.

Employees shall receive overtime pay for overtime hours worked unless the employee and the supervisor mutually agree to compensatory time in lieu of pay for overtime worked. Such mutual agreement shall be made prior to overtime work being performed.

Compensatory time earned under the provisions of this Article shall be maintained in a FLSA Compensatory Time Bank that shall be separate and apart from any bank of compensatory time not earned under FLSA.

ARTICLE 10 **SAVINGS CLAUSE**

Should any provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court or administrative agency of competent jurisdiction, such invalidation shall not affect any other part or provision hereof. Where appropriate, the parties shall attempt to meet within 90 days to negotiate a substitute provision(s).

ARTICLE 11 **DURATION**

This Agreement shall be implemented subject to the appropriate provisions of Sections 1-618.15 and 1-618.17 of the D.C. Code (Volume 2, 1987 Replacement). This Agreement shall remain in full force and effect through September 30, 1995.

Sec. 3. The Secretary to the Council shall transmit a copy of this resolution, upon its adoption, to the Mayor.

Sec. 4. This resolution shall take effect immediately.

ESTIMATED ADDITIONAL AND ANNUALIZED COSTS
FY 1991-FY 1995 COMPENSATION SETTLEMENT
FOR COMPENSATION UNITS 20 AND 21
D.C. GENERAL HOSPITAL

	<u>FY91</u>	<u>FY92</u>	<u>FY93</u>	<u>FY94</u>	<u>FY95</u>	<u>TOTAL</u>	<u>ANNUALIZED</u>
4% SE PAY INCREASE EFF. 10/93	0	0	0	1,388,444	1,388,444	2,776,888	1,388,444
3.5% BASE PAY INCREASE EFF. 10/94	0	0	0	0	1,263,483	1,263,483	1,263,483
2.5% BASE PAY INCREASE EFF. 4/95	0	0	0	0	467,0348	467,038	934,075
<u>TOTAL</u>	0	0	0	1,388,444	3,118,965	4,507,409	3,586,002

MAY 29 1998

ENROLLED ORIGINAL

A RESOLUTION

12-483

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

May 5, 1998

To declare the existence of an emergency with respect to the need to approve the negotiated compensation settlement submitted by the Mayor for certain employees in Compensation Units 1 and 2.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Compensation Settlement for Employees in Compensation Units 1 and 2 Emergency Declaration Resolution of 1998".

Sec. 2. (a) The District negotiated a compensation settlement for employees in Compensation Units 1 and 2 in August 1997, that required a bonus payment in November 1997, that remains unpaid.

(b) Failure to pay this bonus in a timely manner has resulted in the undermining of the confidence of union members in their leadership.

(c) In turn, the relationship between the union leadership and the District has deteriorated and remains in jeopardy.

(d) The delay in making these payments can in no way be attributed to the Unions.

(e) Failure to act in an expedited manner will jeopardize further the relationship between labor and management in the District.

Sec. 3. The Council of the District of Columbia determines that the circumstances enumerated in section 2 constitute emergency circumstances making it necessary that the Compensation Settlement for Employees in Compensation Units 1 and 2 Emergency Approval Resolution of 1998 be adopted on an emergency basis.

Sec. 4. This resolution shall take effect immediately.

MAY 29 1998

ENROLLED ORIGINAL

A RESOLUTION

12-484

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

May 5, 1998

To approve the negotiated compensation settlement submitted by the Mayor for certain employees in Compensation Units 1 and 2.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Compensation Settlement for Employees in Compensation Units 1 and 2 Emergency Approval Resolution of 1998".

Sec. 2. (a) Pursuant to section 1717(j) of the District of Columbia Government Comprehensive Merit Personnel Act of 1978, effective March 3, 1979 (D.C. Law 2-139; D.C. Code § 1-618.17(j)), the Council approves the compensation settlement and attached related pay schedules of the contract negotiated through collective bargaining between the Government of the District of Columbia and the collective bargaining representatives of Compensation Units 1 and 2.

(b) This resolution applies to employees at the following departments/offices: the Department of Administrative Services, the Department of Finance and Revenue, the Department of Consumer and Regulatory Affairs, the Department of Housing and Community Development, the Department of Human Services, the Department of Employment Services, the Department of Public Works, the Board of Zoning Appeals, the Fire and Emergency Medical Services Department, the Public Library, the Metropolitan Police Department, the Office of Cable Television, the Office of the Chief Financial Officer, the Office of Planning, the Office of Zoning, the Department of Recreation and Parks, the Department of Energy, the Department of Insurance and Securities Regulation, the D.C. Taxicab Commission, Business Services and Economic Development, the University of the District of Columbia, the D.C. General Hospital, and the Department of Health.

(c) This resolution does not apply to employees at the Department of Corrections who have been placed on a new pay schedule, or to the Board of Parole which is no longer under District control. Also excluded are Emergency Medical Technicians at the Fire and Emergency Medical Services Department; employees in Correctional Industries; all federally funded

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positions; and enterprise funded positions in the Energy Office and the Department of Insurance and Securities Regulation.

(d) The negotiated contract provides as follows:

"ARTICLE 1

"WAGES

"SECTION A - Fiscal Year 1997 and Fiscal Year 1998:

"1. The current salary schedules shall remain in effect through the end of Fiscal Year 1998 until modified as described below:

"2. Effective the pay period which includes November 9, 1997, employees who are covered by this Agreement and are in a pay status during the first pay period on or after October 1, 1997, through the pay period containing November 9, 1997, shall receive a one-time non-annualizing lump sum payment of \$100.

"3. The lump sum payment, in the case of a part-time employee, shall be prorated based upon the employee's regularly scheduled tour of duty as contained in the central payroll system.

"4. The lump sum payment shall be in addition to basic pay and shall not constitute an increase to an employee's basic pay nor shall it be construed to constitute any portion of an employee's basic pay during the year.

"5. The lump sum payment shall not be paid to a "when actually employed" (WAE) employee or any other employee who does not have a regularly scheduled tour of duty.

"6. The parties acknowledge that the District must have a balanced budget in FY 1998, therefore, the parties agree that the Unions may, by written request, reopen the Wage section for FY 98 to negotiate a bonus or a wage increase if one of the following occurs:

- "a. the FY 98 Budget is revised as a result of the President's Plan or similar financial recovery or financial assistance plan being adopted by the U.S. Congress and becomes effective during FY 98, and the FY 98 District budget is revised by the Council of the District of Columbia and approved by the District of Columbia Financial Responsibility and Management Assistance Authority, and such revision results in an availability of additional local funds for the District; or
- "b. At the end of the third quarter of FY 98, the Chief Financial Officer and the Financial Responsibility and Management Assistance Authority certify that FY 98 revenue will exceed the level of revenue originally certified for FY 98.

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"SECTION B - Fiscal Year 1999:

Effective the first day of the first pay period beginning on or after October 1, 1998 (Fiscal Year 1999), the salary schedules then in effect shall be adjusted by 3.7 %, in accordance with past methods of increasing base salary schedules.

"SECTION C - Fiscal Year 2000:

Effective the first day of the first pay period beginning on or after October 1, 1999 (Fiscal Year 2000), the salary schedules then in effect shall be adjusted by 3.8%, in accordance with past methods of increasing base salary schedules.

"SECTION D - DIFFERENTIALS AND PREMIUM PAY:

Pay for shift differentials and premium pay shall be paid in accordance with the District Personnel Manual as it reads at the signing of this agreement subject to any changes in the law. Neither party shall seek changes to the law.

"ARTICLE 2

"OPTICAL AND DENTAL PLANS

"SECTION A - FISCAL YEAR 1997 AND FISCAL YEAR 1998:

There will be no changes to the current optical and dental plans for Compensation Units 1 and 2.

"SECTION B - FISCAL YEAR 1999 AND FISCAL YEAR 2000:

The District of Columbia government shall provide a unified program for optical and dental benefits to cover all employees in Compensation Units 1 and 2 to replace the current optical and dental plan. A joint committee shall be established consisting of three (3) Union representatives, three (3) members from Management, and the Contracting Officer to evaluate the new optical and dental plan bids.

"ARTICLE 3

"PERSONAL LEAVE INCENTIVE PROGRAM

In order to recognize an employee's productivity through his/her responsible use of accrued sick leave, the Employer agrees to provide Personal Leave Days in accordance with the following:

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"SECTION A:

A full time employee who is in a pay status for the Leave Year shall accrue annually:

- "1. Three (3) Personal Leave Days for utilizing a total of no more than two (2) days of accrued sick leave.
- "2. Two (2) Personal Leave Days for utilizing a total of more than two (2) but not more than four (4) days of accrued sick leave.
- "3. One (1) Personal Leave day for utilizing a total of more than four (4) but no more than five (5) days of accrued sick leave.

"SECTION B:

Employees in a non-pay status for no more than two (2) pay periods for the Leave Year shall remain eligible for Personal Leave under this Article. Sick leave usage for maternity and catastrophic illness/injury, not to exceed two (2) consecutive pay periods, shall not be counted against sick leave for calculating eligibility for Personal Leave under this Article.

"SECTION C:

Personal Leave Days shall be selected by the employee and requested at least three (3) full work days in advance of the leave date. The employee's supervisor shall approve such Personal Leave requests unless staffing needs or workload considerations dictate otherwise. If the request is denied, the employee shall request and be granted a different day off of his/her choice within one (1) month of the requested date. Requests for Personal Leave shall be made utilizing the "Application for Leave" form (DCSF -71).

"SECTION D:

All Personal Leave Days must be used in full-day increments following the Leave Year in which they were earned. Personal Leave Days may not be substituted for any other type of absence from duty. There shall be no carryover or payment for any unused Personal Leave Days.

"SECTION E:

Part-time employees are not eligible for Personal Leave Days as provided in this Article.

"SECTION F:

This program shall continue in effect in Fiscal Years 1997, 1998, 1999 and 2000.

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**"ARTICLE 4
"LABOR-MANAGEMENT ADVISORY COMMITTEE**

"SECTION A:

During this contract term, there is to be established a Joint Labor-Management Advisory Committee ("Advisory Committee") to monitor experience, collect data, and make recommendations. If the Federal government determines to investigate the advisability of consolidating the number of health insurance providers available for current Federal benefit-enrolled employees, that subject shall be deemed part of the agenda for the Advisory Committee. It is understood that any and all findings or recommendations made by the Advisory Committee will not act as directives or mandates with respect to Management's actions.

"SECTION B:

The composition of the Advisory Committee is to be based on those Unions representing employees in Compensation Units 1 and 2 and a like number representing Management. The parties may request additional representation on the Advisory Committee by other involved employee groups. Each party may bring in a specialist to speak or clarify issues.

"SECTION C:

The Advisory Committee may also address issues surrounding the District Health Plan and other plans such as Point of Service health plan covering Post-1987 District employees and the Employee Assistance Program.

"SECTION D:

If problems result with respect to the Workers' Disability Compensation law, the Advisory Committee may also investigate, collect data, and explore ways to improve the workers' compensation system.

"SECTION E:

If the Advisory Committee agrees that a report containing recommendations is necessary, such a report must be issued to the Mayor.

"SECTION F:

The parties agree that there is a need within the District government to reengineer the workplace for greater efficiency, productivity, and public satisfaction with services. Effective October 1, 1997, members of the Labor/Management Committee shall work with the Agency heads to develop service area performance outcomes measures, which shall include a pay for performance/gain-sharing component. The Committee shall also define the needs, goals, and objectives of such programs and performance measures.

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Program participants shall form service teams that consist of equal numbers of labor and management representatives. Teams, with the aid of a program design consultant selected by the District with the input of the Committee, and other stakeholders shall develop an operational plan for performance outcomes measures and develop indicators and benchmarks to monitor development progress. The Committee shall collect appropriate data for tracking the progress of the teams and shall evaluate the performance measure projects and recommend projects for duplication within the District government.

"ARTICLE 5
"ADMINISTRATIVE CLOSING

"SECTION A:

- "1. Essential employees required to work when all other District Government employees are released for administrative closing shall be compensated in accordance with the minimum standards established by the Fair Labor Standards Act, ("FLSA"), 29 U.S.C. Sections 201 *et seq.*
- "2. Essential employees required to work when all other District government employees are released for administrative closing shall earn compensatory time on an hour for hour basis. The determination as to whether the employee receives overtime or compensatory time will be made by joint agreement between the employee and his/her supervisor.
- "3. Each Department shall identify essential positions. Each essential employee shall be notified of the essential status of his/her position.

"SECTION B:

Employees not designated as essential shall receive compensatory time on an hour for hour basis for work performed on their regularly scheduled tour of duty when all other employees on the same tour of duty in the same work unit are excused on administrative leave.

"ARTICLE 6
"CALL-BACK/CALL-IN

"SECTION A:

A minimum of four (4) hours of work shall be credited to any employee who is called back to perform unscheduled work either on a regular workday after he/she has completed the regular work schedule and has left his/her place of employment, or, when not scheduled and informed in advance, on one of the days when he/she is off duty.

"SECTION B:

When an employee is called in before his/her regular tour of duty to perform unscheduled

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overtime and there is no break before the regular tour is to begin, a minimum of two (2) hours of work shall be credited to the employee.

**"ARTICLE 7
"ON CALL PAY**

"SECTION A:

An employee may be required to be on call after having completed his/her regular tour of duty. The employer shall specify the hours during which the employee is on call; and shall compensate the employee at a rate of twenty-five percent (25%) of his/her basic rate of pay for each hour the employee is on call.

For the purpose of this Agreement, On-Call is defined as - when an employee is required to remain at his/her home during the hours identified by the Employer.

"SECTION B:

The employee's schedule must specify the hours during which he/she shall be required to remain on call.

**"ARTICLE 8
"MILEAGE ALLOWANCE**

"SECTION A:

The parties agree that the mileage allowance established for the employees of the Federal government who are authorized to use their personal vehicles in the performance of their official duties shall be the rate for District government employees who are also authorized by Management to use their personal vehicles in the performance of their official duties.

"SECTION B:

To receive such allowance, authorization by Management must be issued prior to the use of the employee's vehicle in the performance of duty.

**"ARTICLE 9
"ANNUAL LEAVE BUY-OUT**

"SECTION A:

An employee who is separated or is otherwise entitled to a lump-sum payment under personnel regulations for the District of Columbia government shall receive such payment for each hour of unused annual leave or compensatory time in the employee's official leave record.

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"SECTION B:

The lump-sum payment shall be computed on the basis of the employee's rate at the time of separation in accordance with such personnel regulations.

"ARTICLE 10

"HAZARDOUS DUTY/ENVIRONMENTAL DIFFERENTIAL

Hazardous Duty and Environmental Differential compensation shall be paid in accordance with the District Personnel Manual as it reads at the signing of this agreement subject to any changes in the law. Neither party shall seek changes to the law.

"ARTICLE 11

"BACKPAY

"SECTION A:

Arbitration awards or settlement agreements which involve backpay will be paid within one hundred and twenty (120) days of the date of the decision or settlement. The payment will be accompanied by a printout showing how the backpay amount was calculated.

"SECTION B:

This Article shall be incorporated by reference into local working conditions agreements covering Compensation Units 1 and 2.

"ARTICLE 12

"NEW UNITS

"SECTION A:

Notwithstanding any other provisions of this Agreement, with the exception of Section B of this Article, employees in bargaining units certified by the Public Employee Relations Board ("PERB") and added to Compensation Units 1 and 2 after this Agreement is executed, shall not be entitled to the pay provisions of this Agreement for any fiscal year in which they received a pay raise pursuant to other authority.

"SECTION B:

If a new unit is certified prior to any mid-year increase contained in this Agreement, it shall be entitled to receive the contractual increase.

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"SECTION C:

Employees shall be entitled to the benefit of the provisions of this Agreement upon entry into the Compensation Unit.

"ARTICLE 13
"GRIEVANCES

This Compensation Agreement shall be incorporated by reference into local working conditions agreements in order to utilize the grievance/arbitration procedure in those Agreements to consider alleged violations of this Agreement.

"ARTICLE 14
"LABOR/MANAGEMENT COMMITTEE ON
COMPENSATION UNIT RESTRUCTURING

During the life of this Agreement a Labor/Management Committee will be established to assess and make recommendations on the feasibility of realigning the composition of Compensation Units 1 and 2. The Committee will be composed of one (1) member from each of the Unions represented in Compensation Units 1 and 2 and an equal number of members from Management. The Committee shall convene upon the signing of this Agreement and make recommendations to the appropriate forum.

"ARTICLE 15
"SAVINGS CLAUSE

Should any provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court or administrative agency of competent jurisdiction, such invalidation shall not affect any other part or provision hereof. Where appropriate, the parties shall meet within 120 days to negotiate any substitute provision(s).

"ARTICLE 16
"DURATION

This Agreement shall be implemented in accordance with the negotiated groundrules agreed to by the parties on December 12, 1996, subject to the appropriate provisions of Sections 1-618.15 and 1-618.17 of the D.C. Code (Volume 2, 1992 Replacement). This Agreement shall remain in full force and effect through September 30, 2000."

Sec. 3. The Salary Schedules for Compensation Units 1 and 2 for Fiscal Year 1999, October 11, 1998, are approved as follows:

Salary Schedules

(43 pages)

Not included

11/10/90 10:10 0000-0000

**MEMORANDUM OF AGREEMENT
BETWEEN
THE DISTRICT OF COLUMBIA
AND
COMPENSATION UNITS 1 & 2**

The Mayor of the District of Columbia and the Labor Organizations representing Compensation Units 1 and 2 hereby agree to implement Article I; Section A-6 of the current Contract negotiated with the previous Administration as follows:

In joint recognition of the sacrifices made by the District's non-public safety workforce in the form of payless furloughs from 1995 through 1996 and no pay raises in 1997 and 1998, and sacrifices made by employees and citizens alike when the District, at that time, cut its non-public safety workforce by almost thirty percent (30%), the parties hereby agree:

- A. Each Comp Unit 1 and 2 employee shall receive effective December 15, 1999 a one-time bonus of \$1700.00.
- B. The parties agree that the public must have our joint commitment that service delivery in the District will substantially improve, that as we strive for greater efficiency and productivity, cost effectiveness and citizen satisfaction, we will develop performance outcome

Exhibit 4 B

measures, which will include a gainsharing component. Working together, we pledge to produce and implement as soon as possible, an operational plan and will include indicators and benchmarks to help us monitor our progress and evaluate performance and gainsharing. Through Labor-Management cooperation.

- C. We pledge to establish a more responsive workforce with fewer layers between top management and frontline workers.
- D. We pledge to support investments in worker training to improve the quality of our services.
- E. We pledge to jointly manage our cooperative effort in such a way as to create a truly high performance workplace. We are together committed to the belief that our District Government must serve and be accountable to all the people.

The District and the Unions agree to make available every resource at their command, including technical resources to work together to improve City services. Discussions to meet the goals of this Agreement shall commence no later than January 15, 2000.

IN CONSIDERATION WHEREOF, The parties, by their duly authorized representatives have signed this Agreement on the day stated below.

Date: November 4, 1999

FOR THE DISTRICT OF COLUMBIA
GOVERNMENT

Anthony Herman
Jane O. Byrnes
Susan Brooks
Phil Roberts

FOR THE UNIONS

David Joel Schlen
Paul Mary Siskind
James Baumgart
Emily J. Perry
Linnette D. Dube
Glenn McCarty
Donald J. Ford
Richard Campbell
James M. Simpson
Thomas L. Lynam
Chas. E. Waller
Reborah J. Courtney
And for Michael Harris